

7
Terminal
Disclaimer

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of:

Makoto SAITO

Serial Number: **09/476,334**

Group Art Unit: **2161**

Filed: **January 3, 2000**

Examiner: **J. Hayes**

For: **DATA COPYRIGHT MANAGEMENT SYSTEM**

SUBMISSION OF TERMINAL DISCLAIMER

Director of Patents and Trademarks
Washington, D. C. 20231

Date: October 11, 2001

Sir:

Submitted herewith for filing in the above-identified application is a Terminal Disclaimer.

Enclosed is our check in the amount of **\$110.00** for the required fee.

In the event that any additional fees are due in connection with this paper, please charge
our Deposit Account No. 01-2340. A duplicate of this paper is enclosed.

Respectfully submitted,

**ARMSTRONG, WESTERMAN, HATTORI,
McLELAND & NAUGHTON, LLP**

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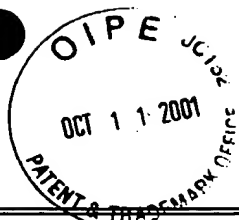
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John P. Kong
Attorney for Applicant(s)
Registration No. 40,054

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Enclosure: Terminal Disclaimer



TERMINAL DISCLAIMER TO OBVIATE A DOUBLE
PATENTING REJECTION OVER A PRIOR PATENT

Docket Number
990696A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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In re the application of:

OCT 17 2001

Makoto SAITO

Group 2100

Serial Number: **09/476,334**

Group Art Unit: **2161**

Filed: **January 3, 2000**

Examiner: **J. Hayes**

For: **DATA COPYRIGHT MANAGEMENT SYSTEM**

TERMINAL DISCLAIMER

Assistant Commissioner for Patents
Washington, D. C. 20231

Date: October 11, 2001

Sir:

The undersigned, John P. Kong, is attorney of record in the above-identified patent application. The terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Patent No. 6,069,952 is hereby disclaimed, except as provided below. It is agreed that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

Serial No.: 09/476,334
Applicant: Makoto SAITO

Atty. Docket No.: 990696A

In making the above disclaimer, disclaimant does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

This disclaimer is submitted on behalf of **MITSUBISHI CORPORATION**, a **Japanese** company on whose behalf the undersigned is empowered to act, is owner of the entire and exclusive right, title and interest to the invention entitled **DATA COPYRIGHT MANAGEMENT SYSTEM**, for which the above-identified patent application was filed on **January 3, 2000**, Serial No. **09/476,334**, and all Letters Patent of the United States to be obtained therefor on said application or any continuation, divisional, substitute, reissue or reexamination thereof for the full term or terms for which the same may be granted, by virtue of an assignment from the inventor(s) of the above-identified patent application. The assignment was recorded (parent application Serial No. 08/536,747, filed September 29, 1995) in the Patent and Trademark Office on **November 20, 1995**, at Reel no. **7726**, Frame no. **0121**, for which a copy thereof is attached.

Serial No.: 09/476,334
Applicant: Makoto SAITO

Atty. Docket No.: 990696A

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

ARMSTRONG, WESTERMAN, HATTORI,
McLELAND & NAUGHTON, LLP



John P. Kong
Attorney for Applicant(s)
Registration No. 40,054

Attorney Docket No. 990696A
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Tel: (202) 659-2930
JPK/sdj

Terminal disclaimer fee under 37 CFR 1.20(d) is included.

PTO suggested wording for terminal disclaimer was unchanged.

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Washington, D.C. 20231

MARCH 29, 1996

PTAS

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2029 CENTURY PARK EAST, STE. 1600
LOS ANGELES, CA 90067



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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/20/1995

REEL/FRAME: 7726/0121
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
SAITO, MAKOTO

DOC DATE: 08/25/1995

ASSIGNOR:
MOMIKI, SHUNICHI

DOC DATE: 08/25/1995

ASSIGNEE:
MITSUBISHI CORPORATION
6-3, MARUNOUCHI 2-CHOME, CHIYODA-KU
TOKYO, JAPAN 94063

SERIAL NUMBER: 08536747
PATENT NUMBER:

FILING DATE: 09/29/1995
ISSUE DATE:

JOANN STEWART, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Hecker & Harriman

REGISTERED

ATTY.

By Carl App ✓

ON 58700.921

FOR



Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

Group 2100

ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged,
the undersigned, Makoto SAITO, Shunichi MOMIKI

Hereby sell, assign, and transfer to: Mitsubishi Corporation

a corporation of Japan, having a principal place of business at: 6-3, Marunouchi 2-chome,

Chiyoda-ku, Tokyo, Japan

("Assignee")

its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent

☐ which has been executed by the undersigned concurrently herewith,

☒ which was filed 9/29/95 and assigned Serial No. 08/536,747

and is entitled: DATA COPYRIGHT MANAGEMENT SYSTEM

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date August 25, 1995

M. Saito
Name: Makoto SAITO

Date August 25, 1995

Name: Shunichi MOMIKI

Date _____, 19____

S. Momiki
Name: _____

State of _____)
County of _____) SS.

On this ____ day of _____, 19____, before me, _____
the undersigned Notary Public, personally appeared _____

☐ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed it.

WITNESS my hand and official seal.

Notary's Signature